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RECORDATION NO. 216 79 FILED

SEP 29 '98

2-50PM

OF COUNSEL  
URBAN A. LESTER

RECORDATION NO. 216 79-A FILED

SEP 29 '98

2-50PM

September 29, 1998

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Memorandum of Lease of Railroad Equipment (Amtrak Trust 98-C), dated September 29, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents and two (2) copies of a Memorandum of Trust Indenture and Security Agreement (Amtrak Trust 98-C), dated September 29, 1998, a secondary document related thereto.

The names and addresses of the parties to the enclosed documents are:

Memorandum of Lease

Lessor: First Union National Bank  
10 Statehouse Square  
Hartford, Connecticut 06103

Lessee: National Railroad Passenger Corporation  
10 G Street, NE  
Washington, D.C. 20002

Mr. Vernon A. Williams  
September 29, 1998  
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A → Memorandum of Trust Indenture

Owner Trustee : First Union National Bank  
10 Statehouse Square  
Hartford, Connecticut 06103

Indenture Trustee : The First National Bank of Maryland  
25 South Charles Street  
Baltimore, Maryland 21201

A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached hereto.

Also enclosed is a check in the amount of \$52.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

MEMORANDUM OF TRUST INDENTURE AND SECURITY AGREEMENT (AMTRAK TRUST 98-C dated September 29, 1998, between FIRST UNION NATIONAL BANK, a national banking association not in its individual capacity, but solely as trustee under the Trust Agreement (Amtrak Trust 98-C) (the "*Trust Agreement*") dated as of September 15, 1998 with THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto as set forth in the Indenture (referred to below).

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WHEREAS, Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (Amtrak Trust 98-C) dated as of September 15, 1998 (the "*Trust Indenture*"), and that certain Trust Agreement and Indenture Supplement No. 1 (Amtrak Trust 98-C) dated September 29, 1998 ("*Indenture Supplement No. 1*") (the terms of each of which are incorporated herein by reference; and the Trust Indenture as so supplemented being herein called the "*Indenture*"), pursuant to which Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed unto Indenture Trustee, its successors and assigns, for the security and benefit of Loan Participant and the Note Holders from time to time, a security interest in and mortgage Lien on all estate, right, title and interest of Owner Trustee in, to and under the following described property, rights, interests and privileges, other than Excepted Payments and Excepted Rights (which collectively, excluding Excepted Payments and Excepted Rights but otherwise including all property hereafter specifically subjected to the Lien of the Indenture by the Trust Agreement and Indenture Supplements or any mortgage supplemental hereto, are included within the Trust Indenture Estate), to wit:

(1) the railroad equipment listed in Schedule A hereto, bearing the equipment numbers of National Railroad Passenger Corporation (the "*Lessee*") shown in said Schedule A (the "*Equipment*"), and all replacements thereof and substitutions therefor in which Owner Trustee shall from time to time acquire an interest as provided in the Indenture and in the Lease (referred to below), all as more particularly described in the Trust Agreement and Indenture Supplements to the Indenture executed and delivered with respect to the Equipment or any such replacements or substitutions therefor, as provided in the Indenture, and the interest of Owner Trustee in all records, logs and other documents at any time maintained by Lessee with respect to the foregoing property;

(2) the Lease of Railroad Equipment (Amtrak Trust 98-C) (the "*Lease*") dated as of September 15, 1998, between Lessee and Owner Trustee and all Rent thereunder, including, without limitation, all amounts of Base Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof, the Participation Agreement and the Bill of Sale, including without limitation, in the case of each such Operative Document (other than the Equity Guarantee Agreement), (x) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Owner Trustee whether in its capacity as Lessor or

otherwise as well as all rights of Owner Trustee to enforce payment of any such amounts or payments, (y) all rights of Owner Trustee to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Owner Trustee, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Lease Event of Default or otherwise, and (z) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(3) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Indenture;

(4) all insurance and requisition proceeds with respect to the Equipment or any part thereof including but not limited to the insurance required under Section 8 of the Lease;

(5) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with Indenture Trustee by or for the account of Owner Trustee pursuant to any term of any Operative Document (other than the Equity Guarantee Agreement) and held or required to be held by Indenture Trustee hereunder; and

(6) all proceeds of the foregoing;

BUT EXCLUDING from the foregoing and from the Trust Indenture Estate all Excepted Payments and Excepted Rights, and the rights to enforce and collect the same, and SUBJECT TO the rights of Owner Trustee and Owner Participant under Section 6.10 of the Indenture, AND FURTHER SUBJECT TO all other exclusions and exceptions specified in the Indenture;

WHEREAS, the Indenture and Supplement No. 1 shall be effective as of the Closing Date (as defined in the Lease); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST UNION NATIONAL BANK, not in its individual capacity, but solely as trustee, as aforesaid

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: W. JEFFREY KRAMER V.P.

THE FIRST NATIONAL BANK OF MARYLAND, NATIONAL ASSOCIATION, as Indenture Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MARYLAND            )  
  ) SS.:  
COUNTY OF BALTIMORE        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he/she is \_\_\_\_\_ of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

\_\_\_\_\_  
Notary Public

My commission expires

STATE OF CONNECTICUT        )  
  ) SS.:  
COUNTY OF HARTFORD         )

On this 22 day of September, 1998, before me personally appeared W. Jeffrey Kramer, to me personally known, who, by me being duly sworn, says that he/she is Vice President of FIRST UNION NATIONAL BANK, that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires


KATHERINE A. HALLER  
NOTARY PUBLIC  
MY COMMISSION EXPIRES SEP. 30, 2002

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

FIRST UNION NATIONAL BANK, not in its individual capacity, but solely as trustee, as aforesaid

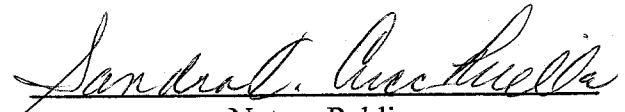
By: \_\_\_\_\_  
Name:  
Title:

THE FIRST NATIONAL BANK OF MARYLAND, NATIONAL ASSOCIATION, as Indenture Trustee

By:   
Name: **Robert D. Brown**  
Title: **Assistant Vice President**

STATE OF MARYLAND           )  
  ) SS.:  
COUNTY OF BALTIMORE       )

On this 22nd day of September, 1998, before me personally appeared Robert D. Brown \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he/she is Assistant Vice President of THE FIRST NATIONAL BANK OF MARYLAND, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
\_\_\_\_\_  
Notary Public

My commission expires 5/1/2002

STATE OF CONNECTICUT       )  
  ) SS.:  
COUNTY OF HARTFORD       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1998, before me personally appeared \_\_\_\_\_, to me personally known, who, by me being duly sworn, says that he/she is \_\_\_\_\_ of FIRST UNION NATIONAL BANK, that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My commission expires



Schedule A to  
Memorandum of Indenture

(AMTRAK TRUST 98-C)

<u>Description</u>	<u>Amtrak Equipment Numbers</u>	<u>Bombardier Equipment Numbers</u>
NINE (9) SUPERLINER II SLEEPER CARS	AMTK 32110 through AMTK 32118, inclusive	V080, V084, V085, V087, V089, V091, V093, V095, V097,
FIVE (5) SUPERLINER II DELUXE SLEEPER CARS	AMTK 32501 through AMTK 32505, inclusive	V099, V101, V103, V105, V107
THIRTY-FIVE (35) SUPERLINER II TRANSITION DORM CARS	AMTK 39012 through AMTK 39046, inclusive	V161 through V195, inclusive
TEN (10) SUPERLINER II DINER CARS	AMTK 38059 through AMTK 38068, inclusive	V151 through V160, inclusive
FIFTEEN (15) SUPERLINER II LOUNGE CARS	AMTK 33035 through AMTK 33049, inclusive	V090, V092, V094, V096, V098, V141 through V150, inclusive
THIRTY-EIGHT (38) SUPERLINER II COACH CARS	AMTK 34102 through AMTK 34139, inclusive	V082, V100, V102, V104, V106, V108 through V140, inclusive